

## AGENDA ITEM SUMMARY

Department: Emergency Communications

**AGENDA ITEM #** 5

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract with: Commnet of Florida Contract # \_\_\_\_\_  
 Effective Date: 4/21/04  
 Expiration Date: \_\_\_\_\_

Contract Purpose/Description:  
Service Agreement Form for compliance with E911 Phase I implementation in Florida.

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Contract Manager: G. Norm Leggett 6035 Emergency Communication #16  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 4/21/04 Agenda Deadline: 4/6/04

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 0.00 Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes ☐ No ☒ Account Codes: \_\_\_\_\_  
 Grant: \$ 0.00 \_\_\_\_\_  
 County Match: \$ 0.00 \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ 0.00/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4/6/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/6/04</u>
Risk Management	<u>4/5/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>4/5/04</u>
O.M.B./Purchasing	<u>04/01/04</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>4/5/04</u>
County Attorney	<u>3/30/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/01/04</u>

Comments: DINK: Stacey- need over E911's Clause for  
ethics clause is attached to

**CARRIER:**

Name: COMMNET OF FLORIDA, LLC  
 Address: 16 W. 127-83RD ST.  
 City: BURR RIDGE  
 State: IL ZIP: 60527

State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Anticipated Deployment Date: MARCH 2004

**CARRIER CONTACT (24x7x365)**

Name: EILEEN NAYCOLL  
 Phone Number: (630) 986-9898  
 Fax Number: (630) 325-7251

Fax Number: \_\_\_\_\_

**CARRIER CONTACT (24x7x365)**

Name: JOHN CHAMPAGNE  
 Phone Number: (972) 423-4648  
 Fax Number: (630) 325-7251

**CARRIER NOTIFICATION:**

Name: MARC C. CONNELLY  
 Address: 16 W. 127-83RD ST.  
 City / ST / ZIP: BURR RIDGE, IL 60527

**CUSTOMER:**

Name: Monroe County  
 Address: 10000 Aviation Blvd.  
 City: Marathon  
 State: FL ZIP: 33050

APPROVED AS TO FORM:

Suzanne A. Hutton  
 PSAP Service Jurisdiction:  
 ASSISTANT COUNTY ATTORNEY

Date: 4/17/04

Monroe County

**CUSTOMER CONTACT (24x7x365)**

Name: G. Norm Leggett  
 Phone Number: 305 743-7570  
 Fax Number: 305 289-6078

**CUSTOMER NOTIFICATION:**

Name: G. Norm Leggett  
 Address: 10000 Aviation Blvd.  
 City / ST / ZIP: Marathon, FL 33050

**SIGNATURES:**

By signing below, each person represents that he/she is authorized to commit their company or government entity to this E911 Phase I Service Order, including the terms and conditions stated below and on the reverse side.

**CUSTOMER:**

By: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CARRIER:**

By: [Signature]  
 Name/Title: MARC C. CONNELLY - ASSISTANT  
 Date: 10/17/03

**Service Description:** Pursuant to this Service Order ("Order"), Carrier shall provide E911 Phase I Service ("Service"), in compliance with Phase I of the Federal Communications Commission ("FCC") Order in Docket 94-102, as amended and the laws of the State of Florida, but only in such portions of PSAP Service Jurisdictions that Carrier operates its wireless service. A copy of functional specifications of such Service is attached hereto as Exhibit A, along with plans for the testing and implementation process as agreed to by Carrier and PSAP ("Implementation Plan").

**Confidential Information:** The confidentiality of any information provided by Carrier to PSAP shall be governed by the Florida Public Records Act, chapter 119, Florida Statutes. The parties acknowledge that Florida law protects trade secrets from disclosure pursuant to Fla. Stat. §§ 365.174 and 812.081.

**Term:** This Order is effective on the date of PSAP's signature, ("Effective Date") and shall remain effective for one (1) year ("Initial Term"). This Order shall automatically renew for successive one (1) year terms ("Subsequent Term") unless written notice of termination is given to the other party not less than ninety (90) days prior to the expiration of each Subsequent Term.

**Limitation of Liability:** The parties acknowledge their respective immunities from liability are or may be granted by Federal and state laws, as amended from time to time. Each party will honor the other party's immunity to the full extent required by law.

**Delay/Force Majeure:** Carrier shall perform services pursuant to Federal law, state law, and the Implementation Plan, but, to the extent allowed by Federal or state law, Carrier shall not be liable for any delays resulting from acts of third parties and acts of God. The parties further acknowledge that successful and timely provision of Service is contingent upon the timely performance of actions by and cooperation of many third parties, including, but not limited to, actions that must be completed by the 9-1-1 Provider/LEC, PSAP, and the Host ALI Provider. Federal law establishes the deadline for implementation of Service. Nothing herein shall be construed to extend the deadline as established by governing Federal and state law, if applicable.

**No Third-Party Beneficiary Relationship or Liability Created:** Carrier offers Service to PSAP solely as an aid in PSAP's provision of E911 Service. Carrier's provision of Service to PSAP does not create any relationship or obligation, direct or indirect, to any person or entity other than PSAP.

**DISCLAIMER OF WARRANTIES (OPTIONAL: EXCEPT MANUFACTURERS' WARRANTIES):** THE PARTIES ACKNOWLEDGE THAT THIS ORDER IS A CONTRACT FOR THE PROVISION OF SERVICES (OPTIONAL: AND THAT ANY GOODS PROVIDED HEREUNDER ARE ANCILLARY TO THE PROVISION OF THE REQUESTED SERVICES). (OPTIONAL: WITH THE SOLE EXCEPTION OF ANY EXPRESS WRITTEN MANUFACTURER'S WARRANTY, WHICH MAY BE APPLICABLE TO PARTICULAR GOODS, ALL GOODS ARE PROVIDED "AS IS".) THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY (OPTIONAL: GOODS OR) SERVICES PROVIDED HEREUNDER. CARRIER AND ITS SUBCONTRACTORS EXPRESSLY EXCLUDE AND DISCLAIM ANY AND ALL WARRANTIES, GUARANTEES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, ORAL, WRITTEN OR OTHERWISE RELATED TO ANY EQUIPMENT, FACILITIES, FEATURE REPAIR, MAINTENANCE AND TO ANY AND ALL GOODS AND SERVICES PROVIDED OR TO BE PROVIDED TO PSAP BY CARRIER OR ITS SUBCONTRACTORS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**Independent Contractor:** Carrier's relationship with PSAP under this Order is that of an independent contractor.

**Assignment:** The parties to this Order may not assign any of their rights nor delegate any of their obligations under this Order without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that Carrier may assign its rights or delegate its duties under this Order to any of its affiliates, to the surviving entity in a merger or consolidation or to a purchaser of substantially all of the assets of the business to which this Order relates without PSAP's written consent. All the terms and provisions of this Order will be binding upon and inure to benefit of and be enforceable by the parties and their respective permitted successors and assigns.

**Amendment/Modification:** Any provision of this Order may be amended upon mutual agreement of the parties, executed in writing, and the observance of any provision may be waived only in writing signed by a duly authorized representative of the parties. In addition, the Parties may also modify this Order upon thirty (30) days written notice if there is a change in an applicable law or if Carrier should sell or otherwise dispose of or part of its wireless communications service license for the provision of wireless communication service in any portion of the PSAP Service Jurisdictions. Upon such event, this Order may be modified only as appropriate to reflect such disposition. This shall include removal of the relevant area from this Order.

**Governing Law:** The laws of the State in which the Service is provided govern this Order except as otherwise provided for herein, except for matters within the exclusive jurisdiction of the FCC.

**Dispute Resolution:** In the event of a dispute under this Order, all rights and remedies of the parties, at law and equity, are expressly retained by the parties. Prior to the commencement of such litigation, the parties may agree first to attempt in good faith to resolve any controversy or claim arising out of or relating to this Order. The parties may by agreement choose to arbitrate the dispute. The parties may use the Wireless Industry Arbitration Rules. The arbitration may be governed by the United States Arbitration Act, 9 U.S.C. §§1-16, and judgment for the award may be entered by any court having jurisdiction thereof. The place of arbitration shall be MONROE County. The arbitrator shall not be empowered to award damages in excess of actual damages, including but not limited to punitive damages.

**Entire Agreement:** This Order, (OPTIONAL: together with the Service Acceptance Form,) constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the provision of E911 Phase I Service.

**Responsibilities of Carrier:** Carrier shall implement Service pursuant to Federal law, state law, and the Implementation Plan, attached hereto as Exhibit "A", as agreed to by the parties. Nothing in Exhibit "A" herein shall be construed to extend the deadline as established by governing Federal and state law, if applicable. In addition, Carrier shall not initiate Service without written acknowledgment from PSAP of completion of testing and acceptance of Service, including but not limited to date and time of Service activation. Carrier shall reasonably cooperate with PSAP and all necessary third-parties in all aspects of implementing, scheduling, testing, verifying and operating Service, including notifying any and all parties of any network changes or changes in data to be delivered to premise equipment.

**Responsibilities of PSAP:** PSAP shall:

- have sole responsibility to answer, respond to, transfer, terminate or otherwise handle E911 telephone calls, to dispatch or arrange to dispatch emergency services;
- furnish Carrier, at PSAP's reasonable expense, all technical matter, data and information as reasonably necessary under this Order;
- provide reasonable access to PSAP's premises, as needed by Carrier or its subcontractors;
- provide written acknowledgment of completion of testing and acceptance of Service to Carrier, including but not limited to date and time of activation of Service, prior to commercial use;
- reasonably cooperate with Carrier and all necessary third-parties in all aspects of implementing, scheduling, testing, verifying and operating Service, including notifying any and all parties of any PSAP jurisdiction area changes or changes in data to be delivered to premise equipment.

**Acknowledgements:** The parties acknowledge that:

- These terms and conditions are for the parties' mutual benefit and should encourage the efficient and cooperative deployment of the Service.
- Carrier's reasonable costs for Service shall be paid pursuant to Florida Statutes Sections 365.172 and 365.173. The parties acknowledge that PSAP shall not be responsible for payment of Carrier costs, pursuant to governing law.

## EXHIBIT A

### DESCRIPTION OF TECHNOLOGY TO BE USED.

#### LEC Solution

Where it is available, BellSouth Cellular Corp (BSCC) will use Enhanced Feature group D (E-FGD) solution provided by the serving Local Exchange Carrier (LEC). This approach is compliant with the TR45.2 PN-3581 standard for E9-1-1 Phase 1 services. BSCC will request a minimum of two E-FGD trunks from the LEC, delivered over route diverse paths where this capability exists within the network. These trunks will be used to deliver Automatic Number Identification (ANI), cell sector location identifier information (e.g., pseudo-Automatic Number Identification (p-ANI) and voice to the 911 tandem / selective router. At the selective router the p-ANI will be associated with an Emergency Service Number (ESN) and the 9-1-1 call will be routed to the PSAP.

The serving LEC will be responsible for providing and maintaining data connections from the serving selective router to the Automatic Location Identifier (ALI) databases. These connections will be used to deliver ANI and p-ANI information to the ALI on a per call basis.

Select Year: 2003 ▾

[Go](#)

## The 2003 Florida Statutes

Title XXVII  
RAILROADS AND OTHER  
REGULATED UTILITIES

Chapter 365  
USE OF TELEPHONES AND  
FACSIMILE MACHINES

[View Entire  
Chapter](#)

### 365.174 Proprietary confidential business information.--

(1) All proprietary confidential business information submitted by a provider to the board or the office, including the name and billing or service addresses of service subscribers, and trade secrets as defined by s. 812.081, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Statistical abstracts of information collected by the board or the office may be released or published, but only in a manner that does not identify or allow identification of subscribers or their service numbers or of revenues attributable to any provider.

(2) As used in this section, "proprietary confidential business information" means customer lists, customer numbers, and other related information, technology descriptions, technical information, or trade secrets, including trade secrets as defined in s. 812.081, and the actual or developmental costs of E911 systems that are developed, produced, or received internally by a provider or by a provider's employees, directors, officers, or agents.

(3) This section is subject to the Open Government Sunset Review Act of 1995 in accordance with s. 119.15, and shall stand repealed on October 1, 2004, unless reviewed and saved from repeal through reenactment by the Legislature.

**History.**---s. 1, ch. 99-202; s. 4, ch. 2001-133.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes. Copyright © 2000-2003 State of Florida. [Privacy Statement](#).

LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Comnet Wireless, LLC warrants that he it has not employed, retained or otherwise had act on his it behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

John D. Champagne  
(signature)

Date: 4-8-2004

STATE OF TEXAS

COUNTY OF Collin

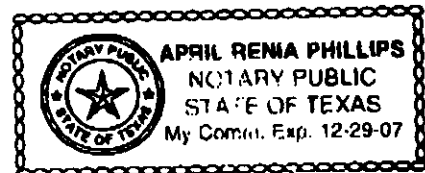
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JOHN D. CHAMPAGNE who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 8 day of

April, 2004

April Renia Phillips  
NOTARY PUBLIC

My commission expires:



OMB - MCP FORM #4